

Mc Broom

RETAINER AGREEMENT – CHAPTER 13 BANKRUPTCY

I have engaged the services of JEFFREY D. MAPES, P.L.C. to prepare and file a Chapter 13 Plan and Petition under Chapter 13 of the Bankruptcy Code.

FEES: I agree to pay Jeffrey D. Mapes, P.L.C. attorney fees of \$3,200.00, plus costs. Client shall pay a minimum of \$ 1,600.00 down, with the balance plus any additional fees to be paid through the plan. Throughout the course of the Chapter 13, attorney's time and costs will be recorded at the then current rate. If the recorded amount for attorney fees surpasses the attorney fee amount, Jeffrey D. Mapes, P.L.C. will petition the Court for allowance of additional funds to be paid to it through the Chapter 13 bankruptcy. The attorney's present billing rate is \$275.00/hour, and may increase during the term of this contract.

It is the client's responsibility to provide attorney with all documents requested and meet all deadlines to provide the documents. If client fails to cooperate, and file is closed prior to filing of bankruptcy paperwork, no refund shall be issued to the client.

The fees charged are compensation for routine Chapter 13 services. These services are limited to the following: Initial office conference with client, preparation and filing of Chapter 13 Plan and Petition; routine correspondence with creditors; representation of client at Section 341 Meeting.

The following services are not routine services. I agree to pay the attorney, in addition to the above-stated fee, his normal hourly rate then in effect, plus reasonable reimbursement of all out-of-pocket costs incurred by the attorney in performing these services.

- (a) Opposing any attempt by a creditor to contest my Chapter 13 Plan in any manner or seek relief from the Stay Order.
- (b) Attending any adjourned Section 341 Meeting in the event the first Section 341 Meeting is scheduled and adjourned at my request or because of my failure to appear in Court.
- (c) Representation of the client in any Debtor Audit. Cases will be randomly selected for audit. Client must cooperate and timely provide the documents requested by the auditors to that firm.
- (d) Performing any other legal service not listed above.
- (e) The attorney charges a minimum fee of one-third (1/3) of any pre-petition garnishments that are recovered. The fee is payable and due at the time any garnished funds are received by the debtor or by the attorneys office
- (f) If an amendment to the Bankruptcy Petition is required the client is solely responsible for those fees. The fee to add a creditor to the petition is \$100.00 and the fee for any other amendment to the Bankruptcy petition, not including the Chapter 13 Plan, is \$50.00. These fees are payable prior to drafting the amendment(s).
- (g) If the client(s) fail to show up or have a same day cancellation for an appointment with the attorney they will be billed for one hour of the attorneys' time at the normal hourly rate of \$250.00. If the client(s) fail to show up or have a same day cancellation for an appointment with a paralegal they will be billed for one hour of the paralegals time at the normal hourly rate of \$125.00.

DEBTOR'S RESPONSIBILITIES: I understand that it is important for me to fully cooperate with my Trustee in Bankruptcy. I understand that if I do not cooperate with the Trustee, the Bankruptcy Judge may deny confirmation, dismiss my case or revoke my discharge, making me liable to my creditors as if my Bankruptcy Petition was never filed. I will notify the Trustee and my attorney if I change my address and phone number.

I agree to furnish my attorney with a list containing the names and addresses of all my creditors, including the amounts owed. The attorney is not responsible for discovering the identity and addresses of my creditors.

I agree to produce all documents requested of me by my attorney. I am aware that the documents are needed to comply with federal law and to verify the statements made by me to my attorney.

UNLISTED CREDITORS: Jeffrey D. Mapes, P.L.C. has fully explained the Chapter 13 Plan and how it works to pay off my creditors. If I choose not to list a creditor on the Chapter 13 Plan, I understand that the creditor may take any and all legal action to collect the obligation and, if secured, repossess the collateral, unless my Plan is amended accordingly. If I decide to add a creditor to the petition after it has been filed with the Bankruptcy Court, I agree to pay the attorney the minimum amount of \$50.00 to prepare such amendment, which shall include any court required filing fee. The attorney is under no obligation to file the amendment with the court until the cost of the amendment is paid. Attorney fees to amend my Plan while it is in effect shall be computed at the normal hourly rate then in effect.

CONVERSION: I understand that I may choose to convert the Chapter 13 Plan to a complete bankruptcy (Chapter 7) at any time. Should I choose to convert to a complete bankruptcy, I promise to pay Jeffrey D. Mapes, P.L.C. the conversion fee, plus costs. The conversion fees and costs will be in addition to the fees charged for the preparation and the filing of the Chapter 13 Plan. These new fees and costs must be paid prior to converting the case.

UNPAID BALANCES: After my Chapter 13 is concluded, through discharge or dismissal, there may be a balance owing attorney Jeffrey D. Mapes, P.L.C., for fees and costs. I agree to pay any unpaid balance accruing under this agreement within THIRTY (30) DAYS of the date of any billing statement or invoice. **TERMS: NET 30 DAYS; TIME-PRICE DIFFERENTIAL OF ONE PERCENT (1%) SHALL ACCRUE ON ANY BALANCE NOT PAID IN THIRTY (30) DAYS.**

MISCELLANEOUS:

Upon receipt of the Discharge of Debtor, Jeffrey D. Mapes, P.L.C. is authorized to destroy all creditor bills received from me upon initiation of the bankruptcy petition. Three years after receipt of the discharge, Jeffrey D. Mapes, P.L.C. may destroy my complete file or any portion of it in its total discretion.

The Attorney makes no guarantee as to the outcome of the bankruptcy proceeding, litigation or other matters to which I am a party.


The Attorney is not hired for the purpose of any appeal. A new agreement must be executed for any appeal work.

I hereby bind my successors and legal representative to the terms and conditions of this Agreement.

I acknowledge receipt of a copy of this Agreement. This is the entire agreement between the parties and there are no other agreements, oral or written. The terms can be modified only in writing signed by both parties.

I have read the foregoing and understand it completely. I agree to all the above provisions.

Dated: 9.17.21



Client

Dated: _____

Client

JEFFREY D. MAPES, P.L.C.

By: 

Jeffrey

D.

Mapes